

eTariff Information

Tariff Submitter: Guardian Pipeline, L.L.C.

FERC Tariff Program Name: FERC NGA Gas Tariff

Tariff Title: Volume No. 1A

Tariff Record Proposed Effective Date: February 2, 2015

Tariff Record Title: Wisconsin Electric Power Company Executed Agreement FT0029

Option Code: A

Other Information: Part 5.1, version 2.0.0

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

This Service Agreement is made and entered into this 1st day of November, 2015, by and between GUARDIAN PIPELINE, L.L.C. (herein called "Transporter") and WISCONSIN ELECTRIC POWER COMPANY (herein called "Shipper").

WITNESSETH:

WHEREAS, Transporter owns and operates a pipeline system; and

WHEREAS, Shipper desires to purchase firm transportation service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, of Transporter's Rate Schedule FT-1 and of the GT&C, transportation service hereunder will be firm and Transporter agrees to receive from Shipper during the term of this Service Agreement for Shipper or Shipper's account quantities of Natural Gas and to deliver to Shipper Thermally Equivalent Quantities of Natural Gas received by Transporter from Shipper or for Shipper's account, up to the MDQ specified on Exhibit "A" hereto, less Transporter's Use Gas quantities, which Exhibit "A" shall be deemed to be a part of this Service Agreement.
- 1.2 Transporter will receive from Shipper or for Shipper's account for transportation hereunder, daily quantities of Natural Gas up to Shipper's MDRO at Point(s) of Receipt specified on Exhibit "A" hereto. Transporter will transport and deliver to Shipper or for Shipper's account such daily quantities tendered up to Shipper's MDDO at Point(s) of Delivery specified on Exhibit "A" hereto, less Transporter's Use Gas quantities.
- 1.3 On any Day, Transporter may receive at Point(s) of Receipt and deliver at Point(s) of Delivery quantities of Natural Gas in excess of Shipper's MDQ, MDRO and MDDO, respectively, at such Point(s) of Receipt and/or Point(s) of Delivery, provided that such quantities shall be Authorized Overrun Service subject to the terms of Transporter's Rate Schedule FT-1 and GT&C.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on November 1, 2015 and service hereunder will commence on November 1, 2015; thereafter, the term of this Service Agreement will continue in force and effect for a Primary Term through October 31, 2020. This Service Agreement shall terminate at the end of the Primary Term, unless extended under Section 23 of the GT&C. This Service Agreement may also be terminated in accordance with Transporter's FERC Gas Tariff.

- 2.2 The termination of this Service Agreement triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination. To the extent that Shipper desires to terminate this Service Agreement prior to its expiration date, and Transporter agrees to such termination, Transporter shall be entitled to collect as part of the exit fee that Shipper shall pay for such early termination all, or such lesser portion as Transporter agrees to, of the Reservation Charge otherwise recoverable by Transporter from Shipper for the balance of the contractual term absent such early termination. To the extent that Transporter and Shipper have negotiated rates that are designed on a basis other than straight-fixed variable ("SFV"), for the purpose of calculating the Reservation Charge otherwise recoverable by Transporter, such rates shall be restated on an SFV basis, such that the Reservation Charge includes all the rate that would have been in effect for the remainder of the term, except that amount equal to the usage charge set forth on the Statement of Rates, assuming a 100% usage factor.
- 2.3 Any provisions of this Service Agreement necessary to correct or cash out imbalances or to pay all applicable rates, charges, and penalties will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 Shipper agrees to and shall pay Transporter all applicable maximum rates and charges provided for in Rate Schedule FT-1 and the GT&C, as effective from time to time, for service under this Service Agreement, unless service is rendered hereunder at discounted or negotiated rates under Section(s) 26.1 or 26.2 of the GT&C, in which event the rates and charges that Shipper shall pay Transporter are those agreed to and set forth on Exhibits "B" or "C" of this Service Agreement.
- 3.2 All of the GT&C and Rate Schedule FT-1 shall be applicable to service hereunder and shall be made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein.
- 3.3 Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT-1; (ii) the terms and conditions of service for Rate Schedule FT-1 pursuant to which service hereunder is rendered; and/or (iii) any provision of the GT&C applicable to service under Rate Schedule FT-1. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that the provisions in (i), (ii), or (iii) above are consistent with regulatory law and policy.

ARTICLE IV
RESERVATIONS

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's Pipeline Facilities, including maintenance of service to other firm Shippers.

ARTICLE V
GOVERNMENTAL AUTHORIZATIONS

It is hereby agreed that transportation service under this Service Agreement shall be implemented pursuant to applicable authorizations or programs of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

ARTICLE VI
NOTICES

Notices shall be provided in accordance with Section 9 of the GT&C.

ARTICLE VII
NONRECOURSE OBLIGATION OF LIMITED LIABILITY COMPANY
MEMBERS AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited liability company; (b) Shipper shall have no recourse against any member of Transporter with respect to Transporter's obligations under this Service Agreement and its sole recourse shall be against the assets of Transporter, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (c) no claim shall be made against any member of Transporter, or the member's or Transporter's officers, employees, or agents, under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this provision shall not bar claims resulting from the gross negligence or willful misconduct of the Operator), and Shipper shall provide the Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (e) this representation is made expressly for the benefit of the members of Transporter and the Operator.

ARTICLE VIII
INTERPRETATION

THE PARTIES HERETO AGREE THAT THE INTERPRETATION AND PERFORMANCE OF THIS SERVICE AGREEMENT MUST BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS WHICH WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.

ARTICLE IX
FURTHER AGREEMENT

[If none, so state] [Particulars of any agreement pursuant to Section 27 of the GT&C to be included here]
NONE

ARTICLE X
CANCELLATION OF PRIOR CONTRACT(S)

This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:
NONE

ARTICLE XI

No modification of the terms and provisions of this Service Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

GUARDIAN PIPELINE, L.L.C.

By: ONEOK Partners GP, L.L.C., its Operator

By:  *SM*

Printed Name: J. Phillip May *PM*

Title: Vice President
Oneok Partners *ARM*

Executed: 12/30, 14
(Date)

WISCONSIN ELECTRIC POWER COMPANY (SHIPPER)

By: 

Printed Name: Allen L. Devereaux

Title: Executive Vice President

Executed: Dec 11, 2014
(Date)

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "A-1"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND
WISCONSIN ELECTRIC POWER COMPANY
("SHIPPER")

Effective from November 1 through March 31 for each year of the Agreement
with the term ending March 31, 2020.

RIGHT OF FIRST REFUSAL: YES ☒ NO ☐

TOTAL MDQ: 48,000

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet-NBPL	24,000
Joliet Alliance	24,000

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 48,000

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet-NBPL	2,400
Joliet Alliance	2,400

FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Ixonia	24,000	675
Ixonia	24,000	675

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 48,000

The effective date of this Exhibit "A-1" is November 1, 2015.

Supersedes Exhibit "A" Dated: N/A

Issued: August 31, 2010
Effective: August 31, 2010

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "A-2"
to
SERVICE AGREEMENT UNDER
FIRM RATE SCHEDULE FT-1
BETWEEN
GUARDIAN PIPELINE, L.L.C.
("TRANSPORTER")
AND
WISCONSIN ELECTRIC POWER COMPANY
("SHIPPER")

Effective from April 1 through October 31 for each year of the Agreement
with the term ending October 31, 2020.

RIGHT OF FIRST REFUSAL: YES ☒ NO ☐

TOTAL MDQ: 20,000

FIRM PRIMARY POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet-NBPL	10,000
Joliet Alliance	10,000

TOTAL PRIMARY POINT(S) OF RECEIPT MDQ: 20,000

DESIGNATED LIMITED NOTICE POINT(S) OF RECEIPT

<u>POINT(S) OF RECEIPT</u>	<u>MDRO</u>
Joliet-NBPL	1,000
Joliet Alliance	1,000

FIRM PRIMARY POINT(S) OF DELIVERY

<u>POINT(S) OF DELIVERY</u>	<u>MDDO</u>	<u>MINIMUM PRESSURE</u>
Ixonia	10,000	675
Ixonia	10,000	675

TOTAL PRIMARY POINT(S) OF DELIVERY MDQ: 20,000

The effective date of this Exhibit "A-2" is April 1, 2016.

Supersedes Exhibit "A" Dated: N/A

Issued: August 31, 2010
Effective: August 31, 2010

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT-1

EXHIBIT "C"
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-1

DISCOUNTED RATE AGREEMENT

Shipper and Transporter agree to a discounted rate in accordance with Subsection 5.1 of Rate Schedule FT-1 and agree that Shipper will be billed and pay the charges specified below for the period commencing November 1, 2015 and continuing until October 31, 2020. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Transporter's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election rate constitutes waiver of the applicable recourse rates available to it under Rate Schedule FT-1.

Specification of Discounted Rates:

Transporter and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rates:

Rate Type: Contract

Quantity: 24,000

Quantity Level:

Time Period: Start Date November 1 End Date March 31

Contract: Discounted Monthly Reservation Rate per Dth 2.9000

Discounted Daily Usage Rate per Dth 0.00

Point: Receipt Point Joliet NBPL

Delivery Point Ixonia

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Discounted Rates:

Rate Type: Contract

Quantity: 24,000

Quantity Level:

Time Period: Start Date November 1 End Date March 31

Contract: Discounted Monthly Reservation Rate per Dth 2.9000

Discounted Daily Usage Rate per Dth 0.00

Point: Receipt Point Joliet Alliance

Delivery Point Ixonia

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Issued: August 31, 2010
Effective: August 31, 2010

Discounted Rates:

Rate Type: Contract

Quantity: 10,000

Quantity Level:

Time Period: Start Date April 1 End Date October 31

Contract: Discounted Monthly Reservation Rate per Dth 2.9000

Discounted Daily Usage Rate per Dth 0.00

Point: Receipt Point Joliet NBPL

Delivery Point Ixonia

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Discounted Rates:

Rate Type: Contract

Quantity: 10,000

Quantity Level:

Time Period: Start Date April 1 End Date October 31

Contract: Discounted Monthly Reservation Rate per Dth 2.9000

Discounted Daily Usage Rate per Dth 0.00

Point: Receipt Point Joliet Alliance

Delivery Point Ixonia

Point to Point: Receipt Point to Delivery Point

Relationship:

Rate Component:

Index Price Differential:

Narrative Description of Discount Rates:

N/A

The effective date of this Exhibit "C" is November 1, 2015.

Supersedes Exhibit "C" Dated: N/A